

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO.		PAGE 1 OF 17					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. N00253-03-Q-0310					
7. FOR SOLICITATION INFORMATION CALL		a. NAME MONIQUE A. KLOSE			b. TELEPHONE NO. (No collect calls) 360-315-2215		6. SOLICITATION ISSUE DATE 29 OCT 03				
9. ISSUED BY CODE N00253 Naval Undersea Warfare Center Division Keyport 610 Dowell Street Keyport, WA 98345-7610 E-Mail: klosem@kpt.nuwc.navy.mil Fax 360-396-7036				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 333923 SIZE STD: 500 Employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
						<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)					
						13b. RATING: DO-C9					
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO CODE SEE SCHEDULE				16. ADMINISTERED BY CODE							
17a. CONTRACTOR/CODE OFFEROR FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE BLOCK 20							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		See Schedule of Supplies/Services									
		<i>(Attach Additional Sheets as Necessary)</i>									
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>					
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		36. PAYMENT	
								<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY	
						42a. RECEIVED BY <i>(Print)</i>					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						41c. DATE		42b. RECEIVED AT <i>(Location)</i>			
								42c. DATE REC'D		42d. TOTAL CONTAINERS	

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SUPPLIES OR SERVICES AND PRICE/COSTS

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UI	UNIT PRICE	AMOUNT
0001	Double Bridge Crane System with Main and Auxiliary Hoists and Supporting Structure in accordance with NAVSEA Drawing IX 536-855-7543693B, Attachment 1. Basic design submittal required prior to product fabrication. Design submittal to include assembly drawing(s) and installation procedure(s). Delivery of design submittal to be within 15 days from date of contract award. The Government review and approval timeframe will be two weeks from the date the design submittal is received by the Government. Production phase to consist of fabrication, delivery and final documentation. Installation and testing are not included as part of this requirement.	1	GP	\$	\$
0002	Option Item for technical assistance during installation and initial operation of the bridge crane and technical assistance during test and post-test inspection in accordance with Statement of Work: Bridge Crane Installation and Testing on IX 536, Attachment 2. Contractor to be onsite from at least one day prior to installation and throughout installation and testing. It is anticipated that it will take one to two weeks to assemble and test the crane. The crane will be assembled, installed, and tested at Puget Sound Naval Shipyard.	1	GP	\$	\$
Total Aggregate Not-To-Exceed Amount					\$

NOTES TO OFFERORS:

Note 1: All questions regarding this solicitation should be submitted in writing as soon as practicable after receipt of solicitation. Questions may be forwarded via facsimile to (360) 396-7036 or via E-Mail to klosem@kpt.nuwc.navy.mil.

Note 2: Please submit requests for the Drawing References 1 and 2 within NAVSEA Drawing IX 536-855-7543693B via E-Mail to klosem@kpt.nuwc.navy.mil.

Note 3 As noted in the clause entitled "Compliance with Specifications," any exceptions or deviations to the Government specifications must be clearly identified in a cover letter and submitted as part of your proposal. If deviations are proposed, the offeror shall provide an explanation of how the requirements of the specifications will be met. Failure to notify the Government of all deviations prior to award may be grounds for contract termination.

Note 4: CLIN 0002 is an Option Quantity Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Item without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses	http://www.arnet.gov/far/
DFARS clauses	http://www.acq.osd.mil/dp/dars/dfars.html
NAPS clauses	http://www.abm.rda.hq.navy.mil/naps/

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52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-1	Instructions To Offerors – Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions – Commercial Items	FEB 2002
52.232-18	Availability of Funds	APR 1984
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.204-7004	Required Central Contractor Registration	NOV 2001

COMPLIANCE WITH SPECIFICATIONS

In order to ensure compliance with all the specification requirements, the contractor shall indicate in its offer, and notify the Government in a cover letter, what specifications, if any, the offeror does not intend to meet. The offeror shall explain, in detail, how any proposed deviation/exception will nonetheless meet the Government's functional requirements. Should descriptive literature be supplied by the offeror, it will be presumed that the offeror intends to meet all of the specifications, regardless of the descriptive literature, unless the offeror specifically notes its exceptions.

It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, in writing, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

EXERCISE OF OPTION (INCREASED QUANTITIES)

- a. The increased quantity of supplies/services available under the "Option" clause in Section I shall be **1 GP** of Item(s) No.(s) **0002**.
- b. Such option shall be exercised within 365 days from date of award.

MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)

- (i) Marking shall be in accordance with ASTM-D-3951 (most current edition) and with the information set forth in paragraph (ii) below. Unless specified elsewhere in this contract/order, bar coding is not required.
- (ii) All unit and exterior containers/packs shall, as a minimum, be marked as follows:
 1. National stock number (NSN), when available, or Federal stock number (FSN), when NSN is not available, or part number when neither NSN or FSN are available.
 2. Noun nomenclature cited on contract or order.
 3. Quantity and unit of issue.
 4. Contract, or order number.
 5. From: _____
(Contractor's Name)
 - _____ (Address)
6. To: (See delivery address in Section F)
- (iii) Markings may be applied by any means which provide legibility.
- (iv) Additional markings required are stated below.
None

PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)

Preservation, packaging, and packing shall be in accordance with ASTM-D-3951 (most current edition), "Standard for Commercial Packaging." The unit pack quantity that applies to items under this contract is "Industry Standard".

INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

52.211-8 TIME OF DELIVERY (JUNE 1997)

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(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	REQUIRED DELIVERY SCHEDULE
0001	1 GP	Delivery of Design Submittal within 15 days after date of contract with delivery of Double Bridge Crane System within 90 days after date of contract
0002	1 GP	CLIN 0002 is anticipated to be required in the spring of 2004 and will require a timeframe of one to two weeks

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

ITEM NO.	QUANTITY	OFFEROR'S PROPOSED DELIVERY SCHEDULE
_____	_____	Within _____ days after date of contract
_____	_____	Within _____ days after date of contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

PROOF OF DELIVERY

If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The Government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will occur only after the Government can verify actual receipt of the contract items--packaged, marked and labeled as required elsewhere in this contract.

PLACE OF DELIVERY - DESTINATION

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Naval Undersea Warfare Center Division Keyport
Supply Officer, Building 893
610 Dowell Street
Keyport, WA 98345-7610

(b) Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and offers may be deemed unacceptable.

CONTRACTOR POINT OF CONTACT

a) In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
TOLL-FREE PHONE NO: (800) _____
FULL INTERNET E-MAIL ADDRESS: _____
FAX NO: _____

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (OCT 2003)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- XX** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- XX** (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
— (ii) Alternate I (Mar 1999) of 52.219-5.
— (iii) Alternate II (June 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
— (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
— (ii) Alternate I (Oct 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
— (ii) Alternate I (Oct 2001) of 52.219-9.
— (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
— (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- XX** (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX** (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- XX** (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX** (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- XX** (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- XX** (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- XX** (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
— (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
— (ii) Alternate I (May 2002) of 52.225-3.
— (iii) Alternate II (May 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- XX** (24) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- XX** (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX** (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX** (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

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- (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 — (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 — (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

(ii) Alternate I (Apr 1984) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).
 — (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 — (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 — (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 — (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).
 (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
 (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
 (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
 (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
 (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XXX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

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_____	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
_____	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
_____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
_____	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<u>XXX</u>	252.225-7012	Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
_____	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
_____	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<u>XXX</u>	252.225-7021	Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
_____	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (APR 2003) (____ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
<u>XXX</u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u>XXX</u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_____	252.232-7003	Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
<u>XXX</u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u>XXX</u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III) (MAY 2002) (10 U.S.C. 2631).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

LIST OF ATTACHMENTS

Attachment 1 – NAVSEA DWG IX 536-855-7543693B
Attachment 2 – Bridge Crane Installation and Testing on IX536

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52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS – ALT I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
 - ☐ TIN: _____.
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ☐ Offeror is an agency or instrumentality of a foreign government; ☐ Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);

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- ☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent: Name _____ TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business. (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows: (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
- (i) General. The offeror represents that either-
- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern

and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246-Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(1) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms

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"component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies." (2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.) (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.	

[List as necessary]

- (3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.) (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements." (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).] (1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.] ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor. (End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) *Definitions.* As used in this clause-

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

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concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

- (b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.225-7020 TRADE AGREEMENTS CERTIFICATE (APR 2003)

(a) *Definitions.* "Caribbean Basin country end product," "designated country end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government—

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products, unless the Government determines that—
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
 - (iii) A national interest exception to the Trade Agreements Act applies.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(End of provision)

CERTIFICATION REGARDING ACTUAL MANUFACTURER (BUSINESS SIZE IDENTIFICATION)

1. The offeror certifies that it is (), is not () the actual manufacturer of the item(s) covered by this solicitation/contract. The following information is to be provided by offerors who are not the actual manufacturer:

a. Actual Manufacturer(s) Identification [if more than one, identify all]:

NAME AND ADDRESS	ACTUAL MFR'S PART NO. OR OTHER IDENTIFICATION	ACTUAL MFR'S BUSINESS SIZE* (L, SB, SDB)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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- b. Support effort performed by the offeror in addition to purchasing the item(s) for resale to the Government:
- | | |
|---|--------|
| (1) Testing/Quality Assurance: | Yes/No |
| (2) Preservation, Packaging, and Packing: | Yes/No |
| (3) Bar Coding | Yes/No |
| (4) Other _____ | |

*Refer to 52.219-1 A1 for the business size standards for this solicitation. L = Large Business. SB = Small Business. SDB = Small Disadvantaged Business.

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) **Definition.** "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **(360) 396-7036**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** type contract resulting from this solicitation.

REVIEW OF AGENCY PROTESTS

- (a) The procedures set forth in FAR 33.103 will be followed for submission and handling of agency protests.
- (b) All protests filed directly with the agency, Naval Undersea Warfare Center Division Keyport (NUWC Division Keyport), shall be addressed to the Contracting Officer. A protester may appeal a decision rendered by a Contracting Officer to the Reviewing Official.
- (c) The Reviewing Official for NUWC Division Keyport is the Director, Acquisition Division (Code 182), Naval Undersea Warfare Center Division Keyport at 610 Dowell Street, Keyport, WA 98345-7610.
- (d) Offerors should note that a review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

52.214-21 DESCRIPTIVE LITERATURE (APR 2002)

- (a) "Descriptive literature," as used in this provision, means information furnished by a bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.
- (b) Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as-
- (1) Design;
 - (2) Materials;
 - (3) Components;
 - (4) Performance characteristics; and

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(5) Methods of manufacture, assembly, construction, or operation.

- (c) Descriptive literature, required elsewhere in this solicitation, shall be-
- (1) Identified to show the item(s) of the offer to which it applies; and
 - (2) Received by the time specified in this solicitation.
- (d) If the bidder fails to submit descriptive literature on time, the Government will reject the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.
- (e) If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, the Government will reject the bid.

(End of provision)

PROPOSAL SUBMITTAL REQUIREMENTS (BETA)

Offerors shall submit the following information with their offer:

1) TECHNICAL

a) Compliance/Exceptions - On a separate sheet of paper, state whether the offer complies or does not comply with the specifications.

Identify any "exceptions" to the specifications and state precisely how the offered supplies/services differ from the applicable specification paragraph(s). Failure to comply with this requirement may result in rejection of the offer.

b) Product Information - This information is required. Submit duplicate copies if any literature is provided with the offer. Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. **It will be presumed that the offeror intends to meet all of the specifications, regardless of product information provided, unless the offeror specifically notes its exception per the preceding paragraph.**

2) PRICE - Proposed pricing shall be provided on a unit price line item basis in the solicitation. (Also, be sure to complete all certifications in the solicitation.) The entire completed and signed solicitation shall be returned as part of your offer.

3) PAST PERFORMANCE

a) Contract Data Sheet - Offerors shall demonstrate past performance by completing Contract Data Sheets (see Enclosure 1). Offerors are encouraged to submit brief and concise responses. Data submitted by the contractor other than that requested on the Contract Data Sheets will not be considered. **Failure to submit Contract Data Sheets shall be considered certification that the contractor has no past performance for like or similar items for the Government to evaluate.**

b) Number of Contracts - Complete a Contract Data Sheet for up to five of your most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this solicitation. If you do not have any Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete your Contract Data Sheets.

SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1) Technical Acceptability - In order to be determined technically acceptable, offers must meet or exceed the specifications in the solicitation and any subsequent amendments. (see Proposal Submittal Requirements) **The offer must be determined to be technically acceptable before further consideration.**

2) Price - Evaluation of price will include the following factors:

- (XX) Single Award evaluation - Per the Single Award For All Items Clause
- (XX) HUBZone Small Business preference per FAR 52.219-4
- (XX) Trade Agreements evaluation per DFARS 252.225-7021

SF1449 CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0310	PAGE 16	OF 17
NAME OF OFFEROR OR CONTRACTOR			

3) Past Performance - Evaluation of past performance information (see Proposal Submittal Requirements) will include, but not be limited to, relevance and extent of previous contracts, quality and conformance of product/services to specifications, timely delivery and customer satisfaction. Information utilized will be obtained from contractor references as well as any other sources which may have relevant information. Contractor references that cannot be contacted will not be considered. An offer with no relevant past performance history may not represent the most advantageous proposal to the Government.

4) Delivery: Offerors must meet the required delivery date.

All factors, when combined, are *significantly more important than price*.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

SF1449 CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	N00253-03-Q-0310	17	17
NAME OF OFFEROR OR CONTRACTOR			

ENCLOSURE (1)

CONTRACT DATA SHEET
N00253-03-Q-0310

CONTRACTOR NAME _____

Contract Number:		Date Completed:	
Contract Type:	FFP___ Cost Reimbursement___ Other (Specify) _____		
Item/Service Description:			
Contract Quantity/Period of Performance:			
Customer Name:			
Customer POC (Person who can verify data):			
Address:		Phone: FAX: E-Mail:	

PERFORMANCE INFORMATION			
		YES	NO
1	Were all supplies/services delivered within the original contract schedule?		*
2	Did all delivered supplies/services comply with the contract specifications/ statement of work?		*
3	Did any of the delivered supplies/services require replacement, modification or rework in order to be acceptable?	*	
4	Were any modifications issued relaxing the contract specifications/delivery requirements?	*	
5	Was any part of this contract terminated for default or cause?	*	
6	Did you receive any quality awards in the past three years?	*	
7	If applicable, describe any corrective action(s) initiated to solve any problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.		

NOTE: Answers in columns containing an asterisk(*) require an explanatory narrative either in the space provided above or on a separate sheet of paper

DEPARTMENT OF THE NAVY
PUGET SOUND NAVAL SHIPYARD
DETACHMENT BOSTON
495 SUMMER STREET
BOSTON, MA 02210-2144

PROCUREMENT SPECIFICATION

**BARGE IX 536
(FORMERLY YD 253)**

DOUBLE BRIDGE CRANE SYSTEM WITH MAIN AND AUXILARY HOISTS & SUPPORTING STRUCTURE

NAVSEA DRAWING IX 536-855-7543693 B

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DOD CONTRACTORS; ADMINISTRATIVE OR OPERATIONAL USE.
OTHER REQUESTS FOR THIS DOCUMENT SHALL BE
REFERRED TO COMMANDER, NAVAL SEA SYSTEMS COMMAND
(SEA 0982), WASHINGTON, D.C. 20362-5101.

AUTHORITY: PEO SHIPS
PMS3251
02/03/03

PREPARED BY:	<u>W. C. Chu</u>	<u>May 12, 2003</u> DATE
CHECKED BY:	<u>K.O.Torkelson</u>	<u>May 15, 2003</u> DATE
ENGINEER BY:	<u>W. C. Chu</u>	<u>May 15, 2003</u> DATE
SUPERVISOR:	<u>D.J. Chambers</u>	<u>June 2, 2003</u> DATE

REFERENCES:

<u>NO:</u>	<u>DWG #:</u>
1	NAVSEA IX 536-120-7543564-
2	NAVSEA IX 536-120-7543729-

<u>TITLE</u>
Moon Pool Installation
Bridge Crane Fdns & Sprt

REVISIONS

REV	DESCRIPTION	DATE	APPROVED
A	MINOR CHANGES TO SHTS 4 & 5	8/06/03	D. CHAMBERS
B	ADDED CLASSIFICATION LEVEL IN NOTE 6; ADDED SPECIAL NOTE ON P. 4. MODIFIED NOTE 15. ADDED NOTES 19 THRU 21. LOCATING DIMENSION ADDED TO FIGURE 1. FIGURE 2 UPDATED TO REFLECT THE CHANGED NOTE.	9/22/03 9/17/03	JEM J. MISLICK

GENERAL NOTES

1. THIS DOCUMENT WAS DEVELOPED FOR ACCOMPLISHMENT OF THE CRANE BARGE CONVERSION YD 253 TO IX 536, BASED ON A SHIPCHECK. AN APPLICABILITY SHIPCHECK IS REQUIRED PRIOR TO ITS USE ON OTHER BARGES.
2. THE YD 253 WILL BE CONVERTED TO A RESEARCH & DEVELOPMENT BARGE, IX 536. THIS SPECIFICATION WAS DEVELOPED TO PROVIDE PROCUREMENT INFORMATION FOR A COMPLETE DOUBLE BRIDGE CRANE HANDLING SYSTEM, INCLUDING SUPPORTING STRUCTURE.

QTY REQD: 1

DESCRIPTION: DOUBLE BRIDGE CRANE SYSTEM WITH MAIN & AUXILARY HOISTS AND SUPPORTING STRUCTURE.

MTL SPEC: COMMERCIAL

MTL REQD: VARIOUS

SERVICE: MISCELLANEOUS HANDLING

EST WEIGHT: 50,000 LBS

REMARKS:**SPECIAL NOTE:**

The crane will be originally installed as a freestanding structure. The structural frame will eventually become part of the supporting structure of a new steel deckhouse. The structural frame of the crane must be sized to support the crane as a freestanding structure and later be able to support and be built into the new deckhouse.

B**GENERAL REQUIREMENTS:**

This procurement is for a "built-in" double bridge crane system for use at sea on a U.S. Navy Auxiliary barge. The system shall meet or exceed the following requirements, and shall fit inside the Operations Space as shown on Figure 1 and 2.

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1. (2) 20-ton capacity bridge cranes, each with a 3-ton auxiliary hoist.
2. Maximum Outside Dimensions:
 - Width = 50'-0"
 - Length = 80'-0"
 - Height = 30'-0"
3. Minimum inside clearances:
 - Height = 20'-0"
 - Width = 45'-0"
4. Minimum lift above base = 20'-0"
Minimum total lift = 53'-0"
5. Speeds:
 - Bridge crane: 80 ft/min (max), 60 ft/min (min).
 - Trolley: 50 ft/min (max), 40 ft/min (min)
 - Main hoist: 25 ft/min (min)
 - Auxiliary hoist: 6 ft/min (min) loaded & 35 ft/min (min) unloaded
6. Crane shall meet or exceed Crane Manufacturers Association of America Duty Classification C, specifications #70 for multi-girder crane.

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7. Rack and pinion system drives on both cranes.
8. The bridge cranes shall have mechanical storm locks on the crane end trucks for stowage while barge is underway. Both bridge cranes shall have anti-derailment bracket on crane end trucks.

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ELECTRICAL REQUIREMENTS:

9. The cranes shall include NEMA 4X control panels, standby heater in all motors and control panels. All wiring in galvanized conduit.
10. Overload limit switches on hoists. Power: 460 volts, 3 phases, and 60 hertz.

STRUCTURAL REQUIREMENTS:

11. The crane rail shall be a standard ASCE crane rail. The center of the rail shall have an 8" minimum distance from the faces of the supporting columns.
12. The supporting (vertical) columns shall be standard W shaped beams. This is required for a future deckhouse installation. A professional engineer shall determine the actual size of the columns and all supporting structures.
13. Spacing of supporting columns shall be as shown on figure 2 in order to land on support structure of barge.
14. Opposing supporting columns shall be tied together by a top truss for stability. The overall height of the supporting column and top truss from base to top shall not exceed 29'-6". This is to ensure the supporting system shall be able to withstand sea motion of a maximum of 45 degrees roll and 15 degrees pitch.
15. The supporting columns shall be welded to deck insert plates.
16. Supporting structure, where applicable, shall be 100% welded.
17. Sandblast SSPC-SP6 plus 2 coats of marine epoxy paint.
18. Wire rope shall be galvanized.
19. The overhead cross tie-beam shall be able to withstand additional loads, as follows: a distributed load of 107.5 pounds per square foot (psf). The weight of the 15 feet wide by 30 feet long roof hatch is estimated at 15,000 pounds. There shall be diesel generator(s) that have a combined weight estimated at about 30000 pounds. The weight of the diesel generator is based on (2) 500 kW generators. The unit's overall dimension is 170 inches long, 72 inches wide and 88 inches tall. The above dimension and weight given for the generator does not reflect the actual unit to be installed. Dead load of the overhead structure shall be taken as 20 psf.
20. Each supporting column shall be also designed to support the above said loads and an additional projected wind load exerted onto the forward, port or starboard side of the future deckhouse. The anticipated wind load and wave slap to the forward end of the

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deckhouse is 1000 psf. The wind load exerted onto the sides of the future deckhouse is rated at 30 psf. The dead load of the deckhouse top shall be taken as 35 psf. The dead load of the deckhouse sides shall be taken as 18 psf.

QUALITY ASSURANCE PROVISIONS:

The manufacture is responsible for the quality of the bridge cranes and supports. The manufacture shall certify and maintain objective quality evidence that the cranes offered meets this document, and that the crane conforms to the producer's own drawing specifications, standards, and quality assurance practices. The manufacture shall specify the terms and conditions of the crane warranty.

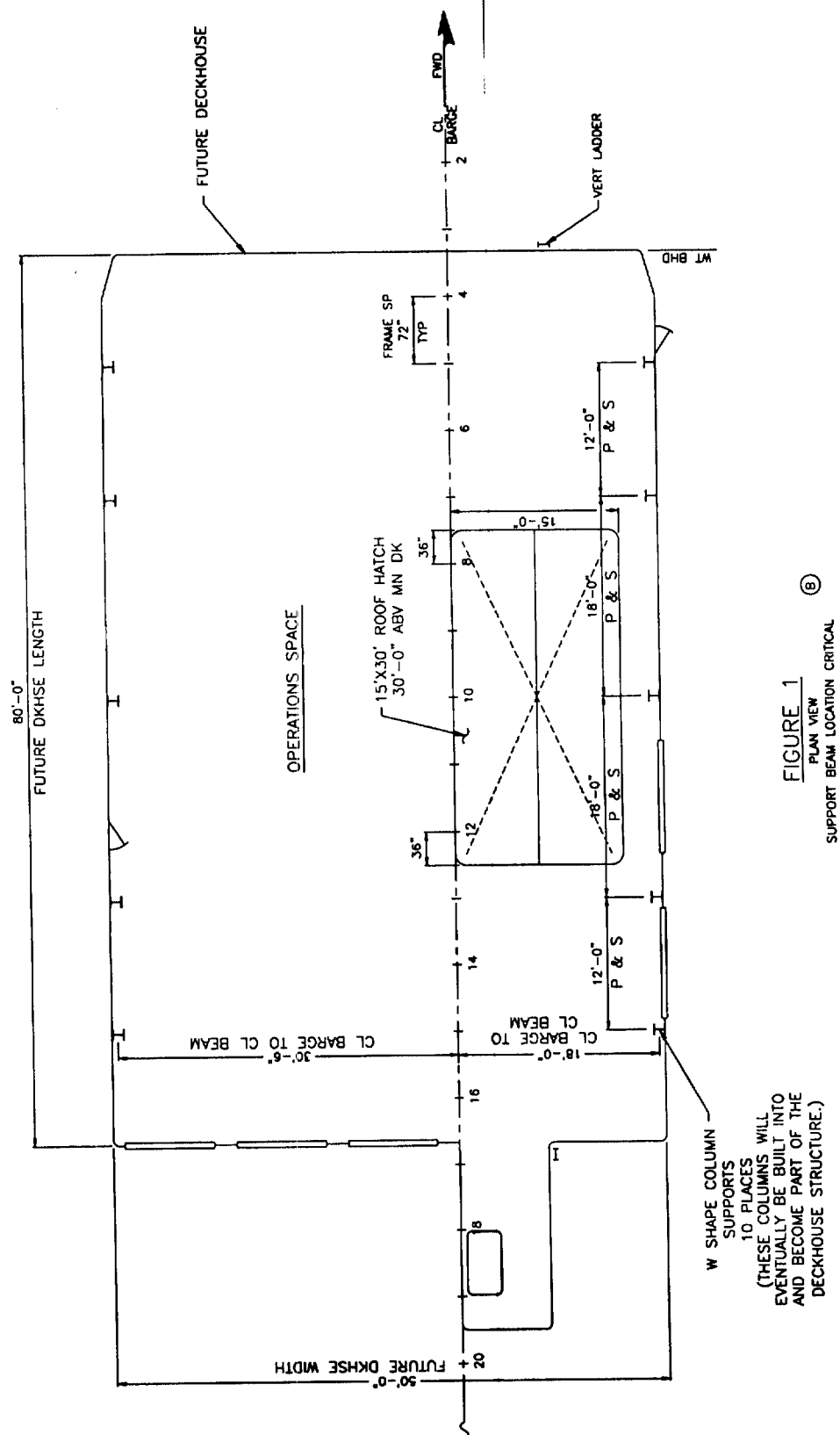
The government reserves the right to require proof of such conformance prior to first delivery and thereafter as may be otherwise provided for under the provision of the contract.

MARKET ACCEPTABILITY:

The manufacturer shall have been in business providing cranes for at least ten (10) years. The supplier shall have verifiable sales of at least twenty-five (25) cranes and shall have demonstrated maritime market acceptability over the past six-(6) years.

ACQUISITION REQUIREMENTS:

1. Installation drawings, and loading specifications
2. Operators, maintenance, and overhaul manuals.
3. List of recommended onboard repair and maintenance parts.



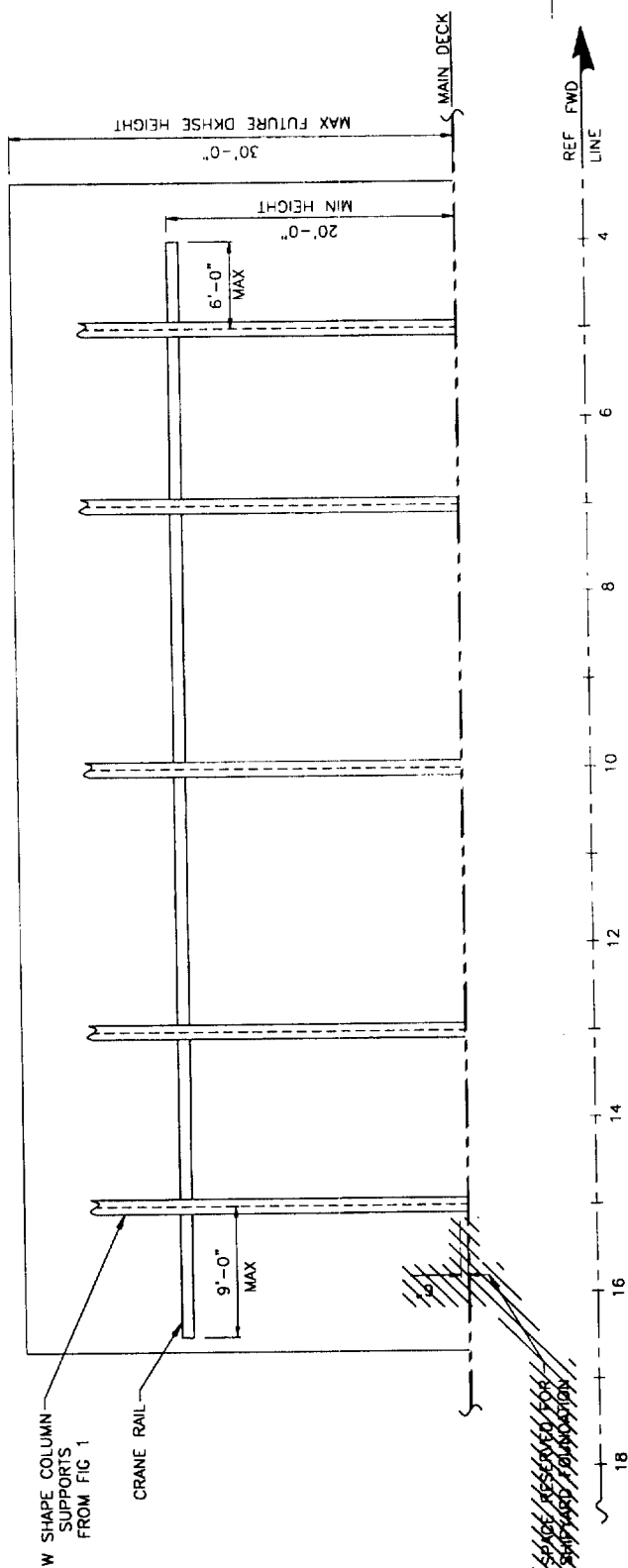


FIGURE 2
ELEVATION VIEW
STBD SHOWN, PORT SIM BUT OPP

**Statement of Work:
Bridge Crane Installation and Testing
On IX536**

1. During installation and initial operation of the bridge crane the manufacturer shall provide:
 - a. On site technical consulting throughout assembly and testing
 - b. All trained labor needed to mount and align the runway rails
 - c. All trained labor needed to install the bridge assemblies and trolleys
2. After installation of the bridge crane the government will test it to the requirements of NAVFAC P-307. During and after the test, the manufacturer shall provide:
 - a. On site technical consulting through the test and the post-test inspection.
 - b. Labor and materials to correct any deficiencies found during testing.